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7 SALES, INC., BANANA REPUBLIC, LLC, AND OLD NAVY,
LLC

8 UNITED STATES DISTRICT COURT
9
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN FRANCISCO DIVISION

12 ROOTS READY MADE GARMENTS CO.
13 W.L.L.,

14 Plaintiff,

15 v.

16 THE GAP, INC., a/k/a, GAP, INC., GAP
INTERNATIONAL SALES, INC., BANANA
17 REPUBLIC, LLC, AND OLD NAVY, LLC

18 Defendants.

Case No. C 07-03363 CRB

NOTICE OF ERRATA

Date: October 19, 2007
Time: 10:00 a.m.
Dept: 8
Judge: Honorable Charles R. Breyer

Defendants submit this notice of errata to correct a mistake in Defendants' Reply in Support of Motion to Dismiss First Amended Complaint. The case *Textron Financial Corp. v. National Union Fire Insurance Co.*, 118 Cal. App. 4th 1061 (2004), was mistakenly cited in the section of the brief discussing the unlawful prong of the UCL, rather than the section discussing unfairness claims under that law. The Corrected Defendants' Reply in Support of Motion to Dismiss First Amended Complaint reflects the following changes to the original document:

1. Page 12, line 13: the words "or fraud" have been deleted.
2. Page 12, line 21: the word "*Accord*" has been changed to "*See*."
3. Page 12, lines 14-21: The following sentences have been deleted, "In *Textron Financial Corp. v. National Union Fire Insurance Co.*, 118 Cal. App. 4th 1061 (2004), the court rejected a UCL claim premised on breach of contract and fraud. Although the case discusses aspects of insurance law not applicable here, the court also generally stated that "given the [California] Supreme Court's disapproval of [*State Farm Fire & Casualty Co. v. Superior Court*, 45 Cal. App. 4th 1093 (1996)]'s 'amorphous' definition of 'unfair' practices and its focus on legislatively declared public policy, reliance on general common law principles to support a cause of action for unfair competition is unavailing." *Id.* at 1072."
4. Page 13, line 14: The deleted section described in paragraph 3, above, has been added as a footnote, preceded by the words "And, tellingly."
5. The Table of Contents and Table of Authorities have been corrected to reflect the resulting pagination changes.

Dated: September 24, 2007

KEKER & VAN NEST, LLP

By: /s/ Dan Jackson

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